

CITY OF HOUSTON INVITATION TO BID (ITB)



Issued: May 18, 2018

Bid Opening

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 a.m. Thursday, June 21, 2018**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS
FOR THE
FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO. S40-S26491
NIGP CODE: 060-74 / M/WBE 0%**

Buyer

Jeff Meekins is the Buyer for this solicitation and he may be reached at (832) 393-8743. Any questions regarding this solicitation should be submitted via e-mail at jeff.meekins@houstontx.gov.

Electronic Bidding

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Houston Public Works Building, 611 Walker, Houston, Texas 77002 at 10:00 AM on Wednesday June 6, 2018 on the 20th floor in Conference Room 20L.

Additional Information and Specification Changes

Requests for additional information and questions should be addressed no later than June 14, 2018 at 4:00 P.M. CST. The City of Houston shall provide a written response to all questions received in writing before the solicitation due date. Questions received from all Bidder(s) shall be answered and sent to all Bidder(s) who are listed as having obtained the ITB. Bidder(s) shall be notified in writing of any changes in the specifications contained in this ITB.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this bidding document arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications and all necessary information should be downloaded from the Internet at <http://purchasing.houstontx.gov>. By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder. This information may also be obtained from the office of the Chief Procurement Officer, 901 Bagby, Basement, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Section 15-45 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (c) of said Section 15-45.

INVITATION TO BID FOR TOYOTA REPLACEMENT PARTS & REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT (CONTINUED):

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.

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**SECTION A.
OFFICIAL BID FORM**



**AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS
FOR THE
FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO. S40-S26491**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver, **Automotive, light, medium & heavy-duty aftermarket parts FOB destination point as listed on individual Purchase Orders**, the items listed below in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER MUST BE DESIGNATED IN THE SPACE PROVIDED, IF BIDDERS ARE BIDDING AN "OR EQUAL" ITEM.

The undersigned hereby proposes to furnish and deliver **Automotive, light, medium & heavy-duty aftermarket parts and FOB destination point as listed on individual Purchase Orders**, parts and components in accordance with the percentage (plus or minus) applied to the stated Manufacturer's List Price Schedules identified herein, or from the Price List's most current published revision, in accordance with the City's Specifications and General Terms and Conditions. Most current published revision means latest price list in effect between the "first advertised date" as shown on the "Notice to Bidder" and the Bid Opening Date. When issued Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the **responsibility of the Bidder** to ensure that it has obtained such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

Once the award is made, a bid tabulation for this procurement may be posted and made publicly available on the Strategic Procurement Division website.

THIS IS A THIRTY-SIX (36) MONTH AWARD WITH TWO (2) ONE (1) YEAR OPTIONS TO EXTEND

SPECIAL BIDDERS NOTE:

These bid documents are to be bid exactly as published or amended by any letter(s) of clarification that may be issued pertaining thereto.

LINE ITEM BIDS:

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

SECTION A. OFFICIAL BID FORM FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

COMPETITION INTENDED

It is the City of Houston's intent that this Invitation to Bid (ITB) permits competition. It shall be the Bidder's responsibility to advise the Buyer in writing if any language, requirement, specifications, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to open.

PROTEST:

A protest shall comply with and be resolved according to the City of Houston Protest Administrative Policy 5-12 and rules adopted thereunder. For more information, go to: <http://www.houstontx.gov/adminpolicies/5-12.pdf>.

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

ANTI-BOYCOTT OF ISRAEL

Bidder certifies that bidder is not currently engaged in, and agrees until the funds are exhausted under this purchase order not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

ZERO TOLERANCE FOR HUMAN TRAFFICKING

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>

HIRE HOUSTON FIRST:

THIS PROCUREMENT IS SUBJECT TO THE HIRE HOUSTON FIRST PROGRAM, WHICH GIVES A PREFERENCE TO CERTAIN LOCAL BIDDERS IN AWARD OF THE PROCUREMENT. FOR MORE INFORMATION, GO TO:

<http://www.houstontx.gov/obo/hirehoustonfirst.html>

Designation as a City Business or Local Business

In an effort to promote economic opportunity for Houston businesses and to support job creation, the Hire Houston First Program grants the City of Houston the ability to give a preference to eligible local companies, as long as their pricing is competitive. To be eligible for the preference, a company must be designated as a **City Business (CB) or Local Business (LB)** under the Hire Houston First Program **prior** to submittal of bid. Bidders must provide *Declaration of Hire Houston First Designation* form at bid time.

To complete an application for the Hire Houston First program, visit <http://www.houstontx.gov/obo/hirehoustonfirst.html>. Applications can be submitted to the City of Houston Office of Business Opportunity via the online application system, by e-mail to HIREHOUSTONFIRST@houstontx.gov, by fax to 832-393-0646, or hand delivered.

SECTION A. OFFICIAL BID FORM FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

HIRE HOUSTON FIRST (continued):

Note: Participation in the Hire Houston First program is not required to bid on City of Houston contracts.

Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center (HBSC), 611 Walker, Level, Houston, TX 77002 or Applications may be submitted via e-mail to HoustonBSC@houstontx.gov or faxed to 832.393.0952.

Award of a Procurement of \$100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **3%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **5%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **5%** OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **3%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

SECTION A. OFFICIAL BID FORM FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

Documents/forms must be downloaded from the City's Website <http://houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with this Bid:

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

Table 1
Affidavit of Ownership
Statement of Residency
Conflict of Interest Questionnaire
Bidders Attachments Supply
Location of Bidders Inventory
Early Payment Discount
Equal Level Supplier Survey
Campaign Finance Ordinance.doc

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

Table 2
Certificate of Insurance
Formal Instructions for Price List Bidders
Formal Instructions for Bid Terms
EEOC
Sample Insurance Endorsements
Criminal Justice Information Services Addendum (CJIS)

SECTION B
CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS
FOR THE
FLEET MANAGEMENT DEPARTMENT

ON THE E-BID, ALL BID GROUPS 1 THROUGH 19 ON THE ELECTRONIC BID FORM WILL BE AWARDED TO ONE SUPPLIER. AWARD SHALL BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDER MEETING SPECIFICATIONS AND PROVIDING THE OVERALL LOWEST NET COST.

1.0 INTENT OF INVITATION TO BID (ITB):

- 1.1 The successful bidder shall be responsible for providing original equipment manufacturer (OEM) and aftermarket vehicle replacement parts for 24 Fleet Management Department warehouse locations (Appendix B). The successful bidder shall be responsible for providing "just in time" inventory on demand for the Fleet Management Department (FMD) vehicle repairs for the City of Houston (COH or City).
- 1.2 The successful bidder is responsible for maintaining a high level of service as it relates to customer satisfaction and award performance. The bidder must be willing to accommodate changes in volume, delivery sites and other reasonable requests by the City throughout the term of the award.

2.0 COH/FMD VEHICLE FLEET AND MAINTENANCE FACILITIES:

- 2.1 The COH operates, repairs, and maintains approximately 12,000 mobile and trailered or attached assets; and the vehicles and equipment are both licensed for road and off-road use.
- 2.2 Currently, the COH operates 24 maintenance facilities which are responsible for maintaining the equipment. A listing of these maintenance facilities, their address, operation hours, and a brief description which defines the facility size is shown in Appendix B. Operating schedules are subject to change. The COH reserves the right to modify schedules as needed and will notify the Vendor 30 calendar days in advance, except in emergency situations.

3.0 QUALITY CONTROL:

- 3.1 Parts Quality – Parts supplied by the Vendor will meet or exceed the specifications of the parts furnished originally from the OEM or be an acceptable equivalent as determined by the COH. The COH/FMD Director or designated appointee will approve new product lines or changes to existing product lines before they are introduced for use. It will be the responsibility of the Vendor to substantiate and justify any question regarding OEM or equivalent quality at the Vendors own cost. All fasteners provided will be at least Society of Automotive Engineering Grade Five (5) or better as requested and must comply with the Fastener Quality Act of 1999. All hydraulic fittings must be OEM or an approved equal or better. The COH/FMD reserves the right to direct the Vendor to purchase specialized parts from Vendors designated by the COH/FMD.
- 3.2 Acceptable Manufacture Brands - The manufacturers and/or brands listed in the City's bid documents are provided for informational purposes to establish the high level of quality required by the FMD. All manufacturers bid must be of equal or better quality as those listed. If requested, documentation shall be provided that the manufacturer brand bid is an equal to those listed on the bid document. Thereafter, if during the life of the award the awarded Vendor can identify manufacturers of equal or better quality that it feels will meet or exceed the City's requirements, a sample shall be provided to the FMD for testing and approval. Examples of accepted manufacturers or brands are: A1CARDONE, AC DELCO, ANCO, BECK/ARNLEY, CHAMPION, DANA, DORMAN, EXIDE, FEDERAL-MOGUL, FEL-PRO, MERITOR, FORD MOTORCRAFT, FOUR SEASONS, GATES, MONROE, MOOG, TIMKEN, WILSON, WIX, WAGNER, and WALKER.

3.0 QUALITY CONTROL (CONTINUED):

- 3.3 New Vehicles - The COH/FMD will provide the Vendor with an inventory list of all newly acquired vehicles and equipment within 30 working days of receipt or as required. Likewise, information regarding older vehicles that the COH takes out of service shall be communicated to the Vendor monthly or as required.
- 3.4 Specialized Parts – Redirection to Specific Vendor or Manufacturer – The COH/FMD operates assets which require highly specialized parts. (In the Transitional Phase of the contract period) the COH/FMD will provide a list of all known current Vendors for specialized parts).
- 3.5 Parts Warranties – The Vendor will maintain and track parts warranties based upon the manufacturer's or Vendor's warranty period. Parts warranty collection or part exchanges shall be the responsibility of the Vendor. The COH/FMD will have the right to audit and/or edit part transactions for potential warranty recovery from the part manufacturer. The Vendor shall designate the potential warranty recovery parts at time of issue. Any applicable recovery dollars shall be applied to work orders and invoices as soon as possible but no later than a time lag of 16 calendar weeks. The Vendor will ensure parts requests by COH/FMD personnel are not still under warranty from a previous repair.
 - 3.5.1. With respect to any parts and goods furnished by it, the Vendor warrants: All items are free of defects in title, material and workmanship. Each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed. Also, each replacement item is new in accordance with original equipment manufacturers specifications and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and that no item or its use infringes any patent, copyright or proprietary right. Statement of warranty is to be provided by the Vendor with items delivered under this agreement.
- 3.6 Vendor Parts Delivery to/from COH/FMD Maintenance Facilities and Parts Pick Up – It is recognized by the COH/FMD that to meet part availability standards, the Vendor shall provide direct shipment of parts to the designated COH/FMD warehouse locations listed on Appendix B. Ninety-five percent (95%) of the parts will be delivered to locations on the order within 24-hours from the time the order is placed. The COH/FMD shall not incur any freight and/or shipping and handling charges.
- 3.7 Locally Available Parts Inventories - Should the successful bidder have locally available retail or wholesale parts locations the City will have access to these local inventories for purposes of procurement of a part needed to provide the ability to quickly repair a unit needing the part. Costs for the part will be consistent with the COH awarded price.

4.0 PART RETURNS AND DISPOSAL:

- 4.1 When possible, used part cores will be provided to the Vendor when the new part is issued. The Vendor invoice will indicate that a core was supplied and that the Vendor received the core. In cases where the core is not available at the time the new part is issued the Vendor will charge for the core on the invoice. It will be the responsibility of COH/FMD to then return the core to the Vendor and at such time the Vendor will issue a credit invoice referencing the original invoice number, unit number, and work order number. In cases where the core is damaged and is not serviceable COH/FMD will pay the core cost and the Vendor will note that the core is non-serviceable on the invoice. The Vendor will retain all packaging or boxes required for core returns. The Vendor shall be responsible for assuming any cost associated with lost packaging or boxes for core returns. Credit for the return of cores shall be provided within 30 days of receipt of the core.
- 4.2 Part cores returns are to be credited against the work order.

4.0 PART RETURNS AND DISPOSAL (CONTINUED):

- 4.3 Disposal of Used Batteries - The Vendor shall be responsible for the safe handling and disposal/recycling of all lead-acid, Nickel Metal Hydride (NiMh), Lithium Ion (Li-ion) or other types of batteries generated as part of the Vendor's responsibility for providing full battery replacement. Lead acid battery disposal shall be in accordance with Senate Bill 1340 (SB 1340), enacted by the 72nd Texas Legislature (1991) and as amended and updated by the Texas Natural Resource Conservation Commission (TNRCC) in Chapter 328, Subchapter C 328.11 – 328.19 effective September 5, 1999. This bill states that all lead-acid batteries may no longer be mixed with municipal solid waste and sent to a landfill. To dispose of a battery, Vendor must take it to a battery retailer or wholesaler, a secondary lead smelter, or a collection or recycling facility authorized by law to accept it. All costs associated with full compliance of Senate Bill 1340 and TNRCC Chapter 328 shall be the responsibility of the Vendor and shall be included as part of its basic services. The Vendor shall be responsible for fully familiarizing itself with this and other laws and failure to do so will not relieve it of the responsibility for compliance. All fines and/or penalties assessed resulting from failure to comply, will be at Vendor's expense. The COH/FMD shall be responsible for delivering the used batteries to the parts counter or other suitable location at which time Vendor will determine if there is a warranty and/or a core return available.
- 4.4 Disposal of Used and Replaced Parts - During the process of Preventive Maintenance and/or repairs on any vehicle and equipment, all parts and materials that are removed from City vehicles/equipment as defective shall be disposed of by the Vendor at its expense as part of the Basic Services cost. Failure of the Vendor to familiarize itself with such laws will not relieve it of this responsibility. All fines and/or penalties assessed resulting from failure to comply will be at Vendor's expense. The COH/FMD will be responsible for placement of removed or replaced parts in the properly designated disposal containers.
- 4.5 Periodically, the COH will rebalance its parts inventory to identify slow moving or obsolete parts. Vendor will accept the return of these parts at the original parts value and issue a full credit to the City. Rebalancing will occur at least once annually.

5.0 VENDOR PARTS PRICING AND INVOICE PROCESS

- 5.1 Parts Pricing - The Vendor base parts price offered to the COH/FMD shall be the lowest price available nationally through the Vendor's catalog and/or internal network of Vendors.
- 5.2 The vendor will make the catalog available electronically so that the FMD may validate base parts cost being charged to the City. The catalog will be configured so that the City can audit periods in time to verify that the correct cost has been charged. The catalog will remain available for audit purposes for five (5) years after the conclusion of the award.
- 5.3 The Vendor will provide the COH Finance Department with a monthly statement of accounts in Excel document format by the 5th of the next month.
- 5.4 Invoices for parts purchased by the Vendor that are not included in the base parts catalog are to be invoiced in the format specified above in this Section. The Vendor will be required to provide supporting documentation for price verification purposes.
- 5.5 Invoices are to be submitted to:

City of Houston Finance Department
Attn: Accounts Payable
P.O. Box 3685
Houston, Texas 77251-3685
finaccountspayable@houstontx.gov

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

6.0 ON-GOING VENDOR EVALUATION AND REPORTING

- 6.1 Vendor Performance Reporting – General – The COH/FMD will monitor the parts costs at the vehicle and facility level through the work order system. The Vendor is expected to provide any non-confidential activity reports from its parts management system(s) to COH/FMD on an ongoing basis; this might include parts usage/forecasting reports, and exception reports that the Vendor might have in place, etc.
- 6.2. Vendor will also be evaluated by the requirements specified under Section B, Article 10.0 on this ITB.

7.0 EMERGENCY SERVICES

At times, the COH/FMD maintenance facilities will be required to remain open for extended operating hours. In some cases, this may be temporarily ongoing, for example, pre- and post a hurricane event. The Vendor shall provide parts for COH/FMD during emergency situations. The COH/FMD will use its best efforts to provide to the Vendor a notification of expanded hours at least 24 hours in advance.

8.0 PRODUCT RECALL PROCEDURES:

The Vendor shall provide recall notification, regardless of level, in writing to the FMD through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, purchase order number, delivery order number and disposition instructions. The Vendor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the COH. The Vendor shall issue replacement of product or credit for any product removed or recalled within 24 hours upon receipt of request from COH/FMD. The FMD shall have the option of accepting either the replacement product or credit in exchange for recalled/removed products. Parts issued to or installed on vehicles or equipment will also be eligible for return and full credit or exchange.

9.0 MECHANIC AND SERVICE TECHNICIAN TRAINING:

- 9.1 The Vendor shall have in place, as a service to the FMD, specialized training courses for mechanics and service technicians. These training courses from the Vendor's existent available catalog will be provided free of charge and will be scheduled at mutually agreeable times and locations.
- 9.2 In addition, the Vendor shall make training available to designated City staff to include:
- 9.2.1 Holding technical update and information clinics.
 - 9.2.2 Locating, setting up, holding, supplying, advising and registering City employees for any training offered by manufacturers.
 - 9.2.3 Provision of manufacturer's 1-800 technical information phone numbers.
- 9.3 Except for travel expenses outside the Houston, Texas area, which is to be paid for directly by the City, all such training and information shall be provided at no additional charge to the City.

10.0 DELIVERY REQUIREMENTS:

- 10.1 The Vendor must deliver a minimum of twice a day (morning and evening) plus emergency deliveries when required, five (5) days a week, Monday through Friday to any of the twenty-four (24) FMD Parts Warehouse locations listed in Appendix B.
- 10.2 In addition, Vendor must deliver on Saturdays to the following parts warehouse locations: Neches, Judiway, Lawndale, Dart, South Post Oak, Japhet, IAH, and HPD Central. Addresses are listed in Appendix C.
- 10.3 Vendor shall provide deliveries to FMD parts warehouses during irregular operations (inclement weather) for the duration of irregular operations events or until further notice by the director or his/her designee.

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

10.0 DELIVERY REQUIREMENTS (CONTINUED):

10.4 The Vendor must permit COH/FMD personnel to pick-up parts during all business hours that the Vendor is open, Monday through Saturday.

10.5 Should parts be delivered at a different price, quantity, descriptions and/or be delivered without shipping instructions and PO number or P-Card, the COH shall have no obligation for payment.

11.0 REBATES:

This section requests Bidders to propose rebates to the COH. If the Bidder is interested in offering the COH rebates, an addendum may be submitted with your original bid for consideration. Please identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or other criteria. The COH will be entitled to receive in full, all manufacturer rebates or incentives offered for parts acquired by the City.

12.0 POINT OF CONTACT FOR COMPLIANCE:

12.1 The Vendor shall designate a primary contact person trained with the online catalog and provide the COH and participating departments practical resolutions in ordering items, invoicing, warranty etc.

12.2 The primary contact person will be responsible for advising the City and participating department on discontinued items no longer available and will provide an alternate for consideration. The primary contact person will advise if price discrepancies occur and adhere to the price adjustment provision below.

13.3 The Vendor's primary contact person will be responsible for correctly invoicing for payments. Both parties will provide physical mailing addresses, contact name, phone numbers, and emails to be exchanged post award for effective compliance in invoicing and payments.

12.4 The Vendor shall maintain and make available upon request by the City, complete reports of all orders by date, item, manufacturer, part number, unit price, category, and type of order (via p-card/purchase order) during the term of the award. The Vendor shall provide this complete report once per calendar year and dependent on the City's notice of award date.

12.5 A secondary contact person shall be designated by the Vendor for those times the primary contact person is unavailable.

12.6 The Vendor shall notify the FMD Division Manager or designee immediately of any personnel changes (resignations, terminations, and/or re-assignments) or industry problems that may impact the ability of the Vendor to deliver within the time periods as defined within this ITB.

12.7 The Vendor shall provide an ordering contact for declared emergencies when the above noted contacts may not be able to be reached.

13.0 BUYER'S SPECIAL NOTE:

This solicitation is for the automotive, light, medium and heavy-duty aftermarket parts online catalog and will be awarded to one low overall bidder meeting specification.

14.0 MANDATORY DOCUMENTATION:

Bidder will be required to submit the Bidder's Questionnaire on Page 13 of 24. The questionnaire should be typewritten to include names, phone numbers, and emails to validate. Failure to submit this document may cause this bid to be removed from consideration.

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

15.0 PRICE ADJUSTMENT FOR PRICE LIST(S):

- 15.1 The price percentage adjustment bid shall remain firm during the full term of the award. Price adjustments will be determined from the plus or minus percentage applied to the manufacturer's published price list lowest unit price column as originally bid.
- 15.2 The price list(s) submitted with this bid will be in effect from the date bids are received and opened by the City Secretary. A price list substitution may be made any time after award by City Council. This substitution will be the updated version of the price list submitted with the bid. A letter from the manufacturer stating the new price list submitted is the replacement for the one being replaced must accompany the request. This letter must also state when (date) the new price list was distributed to its distributors/suppliers. **The new price list will not be accepted as a price list substitute if it was distributed and/or in the possession of the Bidder(s) before the bid due date.** A request to substitute the price list(s) with revised price list(s) will be allowed subject to the Chief Procurement Officer's approval. Substitute price list(s) may only be later revisions to the original price list(s) bid. Acceptance of any revised price list(s) will be considered after the Supplier submits the following to the City of Houston Chief Procurement Officer; Strategic Procurement Division; P.O. Box 1562; Houston, Texas 77251:
- 15.2.1 A letter clearly stating **PRICE ADJUSTMENT REQUEST AND NAME AND NUMBER OF THE INVITATION TO BID** in the contents and on the outside of the envelope;
- 15.2.2 Itemized revised price list indicating effective date; and
- 15.2.3 Multiple copies of the revised manufacturer's price list(s) for distribution to participating City departments.
- 15.3 **Price list substitution(s) shall become effective only upon the Supplier's receipt of express written consent from the City of Houston Chief Procurement Officer or his designee. Price list substitution(s) shall not be effective until such written consent is received.** If the Supplier submits a request for price list(s) substitution in accordance with the above revisions and the Chief Procurement Officer fails to approve such request, the Supplier may terminate its performance upon 60-day advance notification in writing. This will be the Supplier's only remedy in the event a price adjustment is not approved. The effective date of the price list(s) change shall be no earlier than 30-days following receipt of written request by the City unless otherwise stated in the approval letter from the Chief Procurement Officer or his designee. **No retroactive price changes will be honored for delinquent requests.** The price in effect on the date of issue of the purchase order establishes the price to be paid.
- 15.4 The City of Houston's Chief Procurement Officer reserves the right to obtain a different source(s) to meet the requirements for any item(s) which has increased in price if said item(s) may be obtained at a lower price and if it is deemed in the best interest of the City to do so.

16.0 APPENDIX:

Appendix A, B, C and D are referenced in this ITB and can be obtained at the e-bid site. Appendixes A and D are to be completed and attached with each supplier's bid. Appendix A is required so that bidder may list all the sub-categories of products they represent and make their entire price list catalog(s) available to the City with stated discount margins. Appendix B & C are FMD shop location reference data.

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

NOTE: SUBMIT BIDDER'S QUESTIONNAIRE WITH BID RESPONSE

BIDDER'S QUESTIONNAIRE:

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime supplier, for delivering automotive, light, medium and heavy-duty aftermarket replacement parts that are similar in size and scope to this solicitation. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the supplier's responsibility. Bidder must have references documenting that it has delivered automotive, light, medium and heavy-duty aftermarket replacement parts.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

THIS FORM IS REQUIRED TO BE SUBMITTED WITH THE BID.

SECTION C
CITY OF HOUSTON
GENERAL TERMS AND CONDITIONS
FOR
AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS
FOR THE
FLEET MANAGEMENT DEPARTMENT

1.0 TERM OF AWARD:

- 1.1 The term of the award shall be for a **thirty-six (36)** month period beginning on the date specified in the Notice of Award letter. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of this award shall govern. The supplier will not perform against the award without first having received an official City of Houston purchase order. While it is the intent to procure goods/services by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the prices awarded be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed; rather, the quantities may vary depending upon the actual needs of the user department. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.
- 1.3 "Upon written notice to the Supplier from the Chief Procurement Officer or his designee, the term of this award shall be extended on the same terms and conditions on a month-to-month basis until (1) approval of a new award or (2) spending authority has been reached, whichever occurs first."

2.0 OPTIONAL EXTENSION:

Upon expiration of the initial term, and so long as the City has sufficient spending authority remaining, this award will be automatically renewed for two (2) successive one-year (1) on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this award, the Chief Procurement Officer shall notify the Supplier in writing of the non-renewal at least 30 days before the expiration of the then current term.

3.0 PROMPT PAYMENT OF SUBCONTRACTORS:

Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this award. **SUPPLIER SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF SUPPLIER'S FAILURE TO MAKE THESE PAYMENTS.**

4.0 INTER-LOCAL AGREEMENTS:

Under the same terms and conditions hereunder, the award may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products provided under this award. Separate agreements will be drawn to reflect the needs of each participating entity.

5.0 PRICE LISTS:

5.1 Internet-Based Catalog/Price List

5.1.1 It is the City's desire that all price lists be provided electronically; therefore, if the Supplier is submitting a bid on any price list item as an **INTERNET-BASED CATALOG**, it is mandatory that pricing is in a secure format, available to the City of Houston in an **INTRANET** fashion. No custom software should be required to access the electronic catalog. The Supplier shall provide the ability for unlimited amount of users to order via on-line communication with the supplier's computer system by the City of Houston's PC terminals, printers, fax, or telephone. The supplier shall also provide the capability to conduct orders using the City of Houston Charge Card.

5.1.2 Supplier shall provide initial and on-going training and the set-up of PCs for City of Houston end-users.

5.1.3 Supplier's electronic catalog should include the following features:

- 5.1.3.1 Support open technology and standards such as Open-Buying on the Internet (OBI)
- 5.1.3.2 Flexible and robust product search methods
- 5.1.3.3 Account and user profile control including dollar limit processing
- 5.1.3.4 On-line ordering using a shopping cart utility
- 5.1.3.5 On-line order/usage history reporting
- 5.1.3.6 Notification of price changes in accordance with City of Houston terms and conditions
- 5.1.3.7 Help functions
- 5.1.3.8 Order processing using the City's Procurement Card

5.2 The Supplier shall furnish Price Lists to the Pricing Section of the Strategic Procurement Division for distribution to all ordering departments, divisions and sections of the City of Houston requiring these items. Within ten (10) working days from written notification by the Chief Procurement Officer, the Supplier shall furnish to the Pricing Section of the Strategic Procurement Division, the number of required copies of its price list(s) bid for use by City Departments. Failure to timely furnish such price lists may result in rescinding the award. Each time a Supplier submits a revised price list it shall furnish the number of revised price list(s) required to the Pricing Section within ten working (10) days of such revision. Failure to do so may result in rescinding the award. **THESE PRICE LIST(S) SHALL BE FURNISHED AT NO COST TO THE CITY OF HOUSTON.**

5.3 Original, unaltered, manufacturers' price lists and revisions are requested. If all originals cannot be obtained, at least one (1) original plus photocopies of the original price list may be furnished provided each photocopy is certified as a true and accurate unaltered reproduction of the original. Each reproduced price list must have a notarized signature of authority that is certifying on the face thereof the copy is a true and accurate unaltered reproduction of the original. Although copies may be accepted, **IT IS A MANDATORY REQUIREMENT TO SUBMIT AT LEAST ONE (1) ORIGINAL PRICE LIST OR ACCESS TO THE MANUFACTURER'S INTERNET BASED CATALOG IN ORDER FOR YOUR BID TO BE CONSIDERED FOR AWARD RECOMMENDATION.**

5.4 A MINIMUM OF SIX (6) PRICE LISTS WILL BE REQUIRED FOR EACH ITEM AWARDED FROM THE SUCCESSFUL SUPPLIER(S) PRIOR TO AWARD. **THIS IS ONLY A MINIMUM REQUIREMENT OF THE NUMBER OF PRICE LISTS AND IS SUBJECT TO INCREASE ACCORDING TO THE REQUIREMENTS OF THE DEPARTMENT(S).** THE SAME OR LIKE QUANTITIES WILL BE REQUIRED FOR SUBMITTAL OF REVISED PRICE LISTS.

5.5 Price lists furnished for these items shall include but shall not be limited to OEM descriptive catalogs and/or supplemental publications that clearly define each part number cost. Electronic media versions are preferred.

5.6 **THE CITY OF HOUSTON RESERVES THE RIGHT TO DUPLICATE THE PRICE LISTS AWARDED FOR DISSEMINATING TO THE DEPARTMENTS.**

GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

6.0 ADDENDA TO PRICE LIST(S):

If addenda containing new parts not listed in the price list(s) submitted with the original bid are received by the Supplier from the manufacturer, the Supplier may submit the addendums having new items identified by part number reference and highlighted in addenda price lists for easy identification to the Chief Procurement Officer for consideration. The Chief Procurement Officer will allow addenda only upon written acceptance and only new items may be added. No item(s) presently listed in the Price List(s) will be considered from these addenda. All such addenda shall be subject to the requirements of Section 252.048 of the Texas Local Government Code.

7.0 LABOR RATE ESCALATION CLAUSE:

No labor rate increase shall be allowed during the term of the award. Therefore, the labor rate offered for each year bid shall be firm for the term of the award.

8.0 LOCAL PRESENCE/SOURCE:

With respect to any goods, materials, equipment, supplies, and parts furnished by it, Supplier shall have an authorized facility(s) located within the Houston-Galveston Region (Harris County and its nine adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, Waller, Austin, and San Jacinto). The facility(s) shall have adequate stock levels to support the demand requirements set forth in the award.

9.0 INVOICING:

- 9.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.
- 9.2 All delivery tickets must have a description of the commodity delivered.
- 9.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 9.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 9.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

10.0 PAYMENT:

- 10.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:
 - Payment Time - 10 Days: 2% Discount
 - Payment Time - 20 Days: 1% Discount
- 10.2 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

11.0 CONTAMINATED MATERIALS:

Each Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a Local, State or Federal Agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material, supplied to the City is found to be contaminated or contain heavy metal products, it will be the responsibility of the Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to solicit the removal of any contaminated material and charge back the Supplier any and all costs involved.

12.0 INSPECTIONS AND AUDITS:

- 12.1 The City reserves all rights to review all payments made to Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Supplier.
- 12.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.
- 12.3 City representatives may have the right to perform, or have performed, (1) audits of Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this award. Supplier shall keep its books and records available for this purpose for at least three years after this award terminates. This provision does not affect the applicable statute of limitations.

13.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Supplier of the items bid.

14.0 SPECIFIED EQUIPMENT OR EQUIVALENT:

- 14.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 14.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS/ARE EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CHIEF PROCUREMENT OFFICER AND THE RECEIVING DEPARTMENT.**

15.0 DELIVERIES:

- 15.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston Chief Procurement Officer or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein.
- 15.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 15.3 Full tare must be allowed and no charges made for packages.
- 15.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.

GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

16.0 SHIPPING TERMS:

Prices shall be F.O.B. Destination to the delivery location designated herein or on a purchase order. The Supplier shall retain title and control of all goods until they are delivered and the award of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.

17.0 MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Supplier of the items bid.

18.0 RESTOCKING (EXCHANGES AND RETURNS):

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this award. If the City wishes to return items purchased under this award, the Supplier agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the award. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Supplier at the specific request of the City may be returned only upon approval of the Supplier.**

19.0 ADDITIONS & DELETIONS:

The City, by written notice from the Chief Procurement Officer to the Supplier, at any time during the term of this award, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the award shall be in accordance with the solicitation specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be the Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

20.0 FORCE MAJEURE:

20.1 Timely performance by both parties is essential to the award. However, neither party is liable for delays or other failures to perform its obligations to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

20.2 This relief is not applicable unless the affected party does the following:

20.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

20.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

20.3 The City may perform or solicit functions itself during periods of Force Majeure. Such performance does not constitute a default or breach of this award by the City.

20.4 If the Force Majeure continues for more than 30 days, the Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer may terminate this award by giving 30 days' written notice to Supplier. This termination is not a default or breach. SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE AT THE TIME OF THE TERMINATION.

GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

21.0 MEASUREMENTS:

The measurement stated for these items are approximates. The City reserves the right to accept items that are similar in size, if in the City's judgment, the item bid fulfills the intended purpose.

22.0 SAMPLES:

22.1 If requested by the City, the two (2) apparent low Bidders will be required to submit samples of the items proposed within seven (7) calendar days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.

22.2 **If the Bidder fails to provide samples within the seven (7) calendar day period, as required, the City may reject your bid and not consider it for further evaluation.**

22.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) calendar days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

23.0 WARRANTY:

A minimum warranty of twelve (12) months from Supplier and the manufacturer's warranty will be furnished on materials and workmanship shall be provided. The warranty period shall begin the day the City officially accepts the item. Any warranty work is to be completed within five (5) working days after receipt of item.

24.0 RELEASE:

PRIME SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

25.0 INDEMNIFICATION:

25.1 PRIME SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) PRIME SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

25.2 PRIME SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

25.0 INDEMNIFICATION (CONTINUED):

25.3 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Prime Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims

- (a) Assumption of Defense. Prime Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Supplier must advise the City as to whether or not it will defend the claim. If Prime Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If Prime Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

26.0 WORKER'S COMPENSATION INSURANCE:

On any City award with a labor component or any award where Supplier delivery people make deliveries for City sites, Worker's Compensation Insurance as shown in the Insurance Section is required.

27.0 INSURANCE:

- 27.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts: Automobile Liability Insurance for autos furnished or used in the course of performance of this award including Owned, Non-owned, and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. **EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.**

- 27.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

27.0 INSURANCE (CONTINUED):

- 27.3 All insurance policies required by this award shall require by endorsement that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.
- 27.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.
- 27.5 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf. The Director will consider all other forms on a case-by-case basis.

28.0 SUCCESSORS AND ASSIGNMENTS:

Supplier may not assign this award or dispose of substantially all of its assets without the written consent of the Chief Procurement Officer. Supplier's failure to obtain such consent shall be an event of default, authorizing the Chief Procurement Officer to terminate this award according to its terms.

29.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

- 29.1 It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **0%** of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.
- 29.2 Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.

30.0 TAXES:

- 30.1 The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes, and will be so construed. A Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the Chief Procurement Officer, if satisfied as to the facts, will approve or issue the necessary certificates.
- 30.2 The tax exemption numbers are 74-600-1164 (Federal) and 1-74-600-1164-0 and (State/City).

31.0 AWARD:

- 31.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- 31.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

32.0 REJECTIONS:

- 32.1 Articles not in accordance with samples and specifications must be removed by the Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the Chief Procurement Officer or designated representative.
- 32.2 All articles enumerated in the invitation to bid shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Chief Procurement Officer who shall have the right to reject the whole or any part of the same.

33.0 BRAND NAME:

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Suppliers, but are intended to approximate the quality design or performance, which is desired. Any bid, which proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Invitation to Bid.

34.0 CHANGE ORDER:

- 34.1 At any time during the term of the award, the Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this award. The Supplier shall furnish the services or deliverables in the Change Order in accordance with the requirements of this award plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 34.2 The Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Supplier]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the award between the City and [Name of Supplier]

Subject to all terms and conditions of the award, the City requests that Supplier provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of Chief Procurement Officer or Director upon written notice to the Chief Procurement Officer]

- 34.3 The Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer may issue more than one Change Order, subject to the following limitations:
- 34.3.1 Council expressly authorizes the Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer, to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved awarded amount must be approved by the City Council.
- 34.3.2 If a Change Order describes items that Supplier is otherwise required to provide under this award, the City is not obligated to pay any additional money to Supplier.
- 34.3.3 The total of all Change Orders issued under this section may not increase the original award amount by more than 25%.

34.0 CHANGE ORDER (CONTINUED):

- 34.4 Whenever the Supplier receives a Change Order, Supplier shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Supplier shall complete the work within the time prescribed. If no time for completion is prescribed, Supplier shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Supplier is required to perform, Supplier may request a time extension for the completion of the work. The Chief Procurement Officer's or Director's decision regarding a time extension is final.
- 34.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the original award and is subject to the terms and conditions of the original award as if it had originally been a part of the award.

35.0 TERMINATION OF AWARD:

35.1 By the City for Convenience:

The Chief Procurement Officer may terminate this award at any time upon 30-calendar days notice in writing to the Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the award and shall proceed to cancel promptly all existing orders and awards insofar as such orders and awards are chargeable to this award. As soon as practicable after the receipt of notice of termination, the Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this award to date of termination. The City agrees to compensate the Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this award and not previously paid.

35.2 By the City for Default by Supplier:

35.2.1 In the event that the materials and/or services furnished by the Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this award do not conform to the requirements detailed herein, the City through a written notice from the Chief Procurement Officer to the Supplier describing such default may as its options:

- (a) Terminate the award for default and the City shall have no further obligation under the award.
- (b) Allow the Supplier to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this award as of such date and have no further obligation under the award.

35.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Supplier and that which the City was forced to pay for covering Supplier's failure to deliver or perform services.

35.3 By the Supplier for Default by City:

35.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the award required to be performed or observed by the City, and the Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Supplier to constitute default on the part of the City.

35.3.2 Upon receipt of such notice in writing from the Supplier, however, the City shall have 30 calendar days to cure such default. The Supplier, at its sole option, may extend the proposed date of termination to a later date.

35.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Supplier may terminate its performance as of such date.

GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, LIGHT, MEDIUM AND HEAVY-DUTY AFTERMARKET REPLACEMENT PARTS FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

36.0 PATENTS:

The Supplier agrees to indemnify and save harmless the City, the Chief Procurement Officer and assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Chief Procurement Officer, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

37.0 SUPPLIER DEBT:

If Supplier, at any time during the term of this award, incurs a debt, as the word is defined in section 15-122 of the Houston City code of ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Supplier has incurred a debt, the City Controller shall immediately notify Supplier in writing. If Supplier does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Supplier under this award, and Supplier waives any recourse therefore.

38.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities):

The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

39.0 MARKETPLACE:

- 39.1 The City of Houston has implemented an online tool to facilitate purchases from approved contracts/awards. This tool, City of Houston (COH) MarketPlace, can be accessed electronically by end users. End users can place multiple orders through a single login using the P-card or purchase order.
- 39.2 Supplier products can be made available in COH MarkePlace at no cost. Suppliers whose contracts/awards are added to COH MarketPlace will be required to cooperate in the electronic setup, implementation, and maintenance.